Everyone Can Achieve Corporation *and* Local 199, Laborers International Union of North America, AFL–CIO. Cases 04–CA–338985 and 04–CA–344415

July 24, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY AND MAYER

The General Counsel seeks a default judgment in this case pursuant to the terms of an informal settlement agreement. Local 199, Laborers International Union of North America, AFL–CIO (the Union) filed charges in Cases 04–CA–338985 and 04–CA–344415 on April 1, 2024, and June 14, 2024, respectively, alleging that Everyone Can Achieve Corporation (the Respondent) violated Section 8(a)(5) and (1) of the Act.

The Respondent and the Union subsequently entered into an informal settlement agreement, which the Regional Director for Region 04 approved on October 29, 2024. Among other things, the settlement agreement required the Respondent to provide information to the Union; post a Notice to Employees; and provide proof of compliance to the Region. The settlement agreement also contained the following provision:

> The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

After several attempts to secure compliance, by letter dated February 27, 2025, the Regional Director formally advised the Respondent that it had failed to comply with the settlement agreement. The Regional Director advised the Respondent that if the Respondent did not comply with the settlement agreement by March 13, 2025, she would issue a complaint and institute default proceedings in accordance with the performance clause of the parties' settlement agreement. Notwithstanding additional communications and extensions, the Respondent failed to comply.

Accordingly, pursuant to the terms of the noncompliance provisions of the agreement, on April 27, 2026, the Regional Director issued an Order Consolidating Cases, Consolidated Complaint Based on Breach of Affirmative Provisions of Settlement Agreement and Notice of Hearing.[1]

On June 4, 2026, the General Counsel filed a Motion for Default Judgment with the Board requesting that the Board issue a Decision and Order against the Respondent containing findings of fact and conclusions of law based on the allegations in the complaint. On June 9, 2026, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent did not file a response. The allegations in the motion are therefore undisputed.

Ruling on Motion for Default Judgment

According to the uncontroverted allegations in the motion for default judgment, the Respondent has failed to

[1] Despite this title, and consistent with the terms of the settlement agreement, the complaint does not contain a notice of hearing.

comply with the terms of the settlement agreement. Consequently, pursuant to the noncompliance provisions of the settlement agreement set forth above, we find that all of the allegations of the complaint are true.[2] Accordingly, we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, a Delaware corporation with a place of business in Wilmington, Delaware, has been operating a business engaged in flagging, traffic control services, and construction consulting. During the preceding 12 months, the Respondent purchased and received at its Delaware facility goods and supplies valued in excess of $50,000 from suppliers which purchased them directly from suppliers located outside the State of Delaware.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. We further find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

1. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and agents of the Respondent within the meaning of Section 2(13) of the Act:

Earl Cooper	-	President
Michael Cephas	-	Director of Operations
Roslyn Hunter-Harris	-	Director

2. The following employees of the Respondent (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time construction employees engaged in highway work in the State of Delaware, excluding all other employees, guards and supervisors as defined in the Act.

3.(a) About September 3, 2021, the Respondent, an employer engaged in the building and construction industry, agreed to be bound by the collective-bargaining agreements between the Delaware Union Contractors Association (DUCA) and the Union known as the Highway CBA, which was effective from that date through April 30, 2023, and the Residential Construction, Traffic Control and Energy Efficiency Collective-Bargaining Agreement (Residential CBA), which was effective from that date through March 31, 2023, and agreed to be bound by any such future agreements unless timely notice was given.

(b) By entering into the Highway CBA and Residential CBA described above in paragraph 3(a), the Respondent recognized the Union as the exclusive collective-bargaining representative of the unit without regard to whether the Union's majority status had been established under Section 9(a) of the Act. Such recognition has since been embodied in successive collective-bargaining agreements, which are effective from February 1, 2023, through January 30, 2028.

(c) At all material times, based on Section 8(f) of the Act, the Union has been the limited exclusive collective-bargaining representative of the unit.

4. About March 4, 2024, the Union, by letter from its counsel to the Respondent's President, Earl Cooper, requested in writing that the Respondent furnish it with the following information:

> (a) For the period from September 1, 2023 through February 29, 2024, all jobs to which the Respondent's employees were assigned by job location and designation;
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> (b) The names of all individuals who were employed on each such project to perform flagging work, their job classification, wage rate, and benefit contributions on a monthly basis;
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> (c) Whether each such individual was referred by the Union hiring hall;
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> (d) For each individual who was not referred by the Union hiring hall, the first day that the individual began working;
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> (e) The contractor or entity that retained the Respondent's services on each such job.

5. About May 3, 2024, the Union, by letter from its counsel to the Respondent's President, Earl Cooper, Director of Operations Michael Cephas, and Director Roslyn Hunter-Harris reiterated its request set forth in paragraph 4 above, expanding the timeframe to September 1, 2023, through April 30, 2024, and advising that it should be applied to private wage jobs and include the names of all individuals designated as supervisors, their wage rates, and whether benefits were contributed on their behalf to the Union's Funds.

6. The information requested by the Union, as described in paragraphs 4 and 5, is necessary for, and relev-

[2] See *U-Bee, Ltd.*, 315 NLRB 667 (1994).

ant to, the Union's performance of its duties as the limited exclusive collective-bargaining representative of the unit.

7. Since about March 4 and May 3, 2024, respectively, the Respondent has failed and refused to furnish the Union with the information it requested described above in paragraphs 4(a) and 4(b) (with the exception of the names themselves) and failed and refused to provide the information for the expanded time period and for private jobs set forth in paragraph 5 above.

8. From about March 4 to May 30, 2024, the Respondent unreasonably delayed in furnishing the Union with the information it requested in paragraph 4(b) above with respect to the names of individuals who were employed on each project and delayed in furnishing the information requested in paragraphs 4(c) through 4(e) above.

CONCLUSION OF LAW

By the conduct described above in paragraphs 7 and 8, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act. The unfair labor practices of the Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(5) and (1) of the Act by failing and refusing to bargain collectively and in good faith with the Union, we shall order the Respondent to furnish the Union with the information it requested on March 4 and May 3, 2024, to the extent it has not already done so.

ORDER

The National Labor Relations Board orders that the Respondent, Everyone Can Achieve Corporation, Wilmington, Delaware, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Refusing to bargain collectively with Local 199, Laborers International Union of North America, AFL–-CIO (the Union) as the exclusive collective-bargaining representative of the employees in the following appropriate unit by failing and refusing to furnish and unreasonably delaying in furnishing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees:

> All full-time and regular part-time construction employees engaged in highway work in the State of Delaware, but excluding all other employees, guards and supervisors as defined in the Act.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Furnish to the Union in a timely manner the information it requested on March 4 and May 3, 2024, to the extent it has not already done so.

(b) Within 14 days after service by the Region, post at its facility in Wilmington, Delaware copies of the attached notice marked "Appendix."[3] Copies of the notice, on forms provided by the Regional Director for Region 04, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since March 4, 2024.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 04 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. July 24, 2026

James R. Murphy, Chairman

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[3] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

David M. Prouty, Member

Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain collectively with Local 199, Laborers International Union of North America, AFL–CIO (Union) as the exclusive collective-bargaining representative of our employees by failing and refusing to furnish and unreasonably delaying in furnishing the Union with requested information that is relevant and necessary to the performance of its functions as the collective-bargaining representative of the following appropriate unit of employees:

> All full-time and regular part-time construction employees engaged in highway work in the State of Delaware, but excluding all other employees, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE HAVE furnished the Union with certain information necessary for, and relevant to, the performance of its function as the exclusive collective-bargaining representative of our unit employees which the Union requested on March 4, 2024, and WE WILL furnish to the Union in a timely manner the outstanding information from March 4, 2024, and the information requested on May 3, 2024.

EVERYONE CAN ACHIEVE CORPORATION

The Board's decision can be found at https://www.nlrb.gov/case/ 04-CA-338985 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.